

AGREEMENT

Between

THE BOROUGH OF BUTLER

and

THE BUTLER POLICE ASSOCIATION

Effective January 1, 2005 through December 31, 2007

A handwritten signature or set of initials, possibly 'CC', enclosed within a circular or oval shape.

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PREAMBLE

THIS AGREEMENT made this _____ day of January, 2005, by and between the BOROUGH OF BUTLER, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" and the BUTLER POLICE ASSOCIATION, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968, as amended; the Employer and Association have met and negotiated the terms and conditions of the employment of the Police Officers relative to rates of pay, hours of work and other conditions of employment consistent with the law, and

WHEREAS, both the Employer and the Association believe in the soundness of the principle of collective negotiations; and

WHEREAS, these negotiations have resulted in an agreement respecting the terms and conditions of employment;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE I
RECOGNITION

A consent election was held on March 6, 1972, pursuant to the Act, and the Employer agrees to continue to recognize and deal with the Association through its respective designated Officers as the exclusive representative of all Patrol Officers and Sergeants in the Borough of Butler excepting the Police Chief, Captain, Lieutenant, Special School Guards, if any, Special Officers and clerical employees.

It is intended that this agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the Butler Police Association in the performance of the statutory duties of the Police Department.

ARTICLE II
MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Employer possess the sole and exclusive right to conduct the business of the Borough, and, except as modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligation.

Section 2.

It is further understood and agreed that all rights of management are retained by the Employer, and except as modified by this Agreement these rights shall include, but not by way of limitation, the right to:

- A. Select and direct the Employee
- B. Hire, promote, transfer and assign
- C. Suspend, demote, discharge or take other disciplinary action for just and good cause.
- D. Establish manpower requirements.
- E. Relieve Employees from duty because of lack of work for other legitimate reasons.
- F. Determine the work to be performed within the unit of Employees covered by this Agreement.

Section 3.

As your Employer, the Borough of Butler accepts definite responsibility to you and your fellow employees. We want you to:

- A. Have the security of a good job at a fair pay.
- B. Work in a pleasant, friendly atmosphere where you receive intelligent supervision and fair treatment.
- C. Work under conditions and surroundings which are clean, comfortable and safe; and
- D. Enjoy a measure of freedom from worry by a good plan of benefits for health, life insurance and retirement benefits.

Section 4.

Your past service history, performance review and your ability to meet the qualifications of a higher position through competitive examinations, when necessary, all determine your eligibility for promotion. As a matter of policy, the Borough fills vacancies from within when permissible to reward you, its Employees, and to draw on your background and experience, if you meet the requirements of the new position you will be appointed to that position.

If you are promoted, you will receive a salary increase for the position you now hold. However, a probationary period of ninety (90) days will be required, during which your performance will be reviewed. If you prove yourself and meet the challenge of the new position, you will be permanently appointed to that position. If your performance is unsatisfactory you will be returned to your former position or one of equal rank. In this instance, your salary will be appropriately adjusted.

It must be noted that the probationary period starts after your actual appointment and completion of all necessary procedures. At times, it may be necessary to postpone the commencement of this period until all the necessary details have been completed, even though you are already working in the position. In such instances, you will be notified of the actual start of your working test period.

Section 5.

Employees must be willing to make certain contributions to the Borough as follows:

- A. They must realize that they are representatives of the Borough at all times, and their conduct should always reflect credit on themselves and the Borough.
- B. They are expected to work diligently, with a sense of responsibility, cooperation and loyalty, because as individuals, they contribute to the Borough's continuing success in fulfilling the needs of its citizens and their own success.
- C. Employees may not accept any gifts from vendors or suppliers; that is, from firms or other persons who sell supplies or services to the Borough of Butler.
- D. Personal mail should be sent to you at your home address to assure the most efficient use of our mail handling facilities. The same general rule would apply to the use of telephones, unless there is an urgent need. If an emergency necessitates a toll call, your Department Head should be told so that the charges can be recorded.
- E. Personal visitors are discouraged completely, as their presence disrupts the work of those around you. Such visits must be cleared by the Department Head.
- F. A second job is defined as any work performed for an Employer other than the Borough of Butler and on a regular basis on either a full or part-time schedule. Employees employed in a second job must report this to the Mayor and Council and, must be available to respond to emergency situations as deemed necessary by the Department Head.

By meeting these few obligations Employees help build a finer future for themselves and the Borough.

C/K

ARTICLE III RULES AND REGULATIONS

Section 1.

The present rules and regulations pertaining to the operations of the Police Department and maintenance of discipline will remain in effect. The Employer may modify such existing rules and may establish and enforce new rules and regulations, not inconsistent with the terms of this Agreement, in connection with the operation of the Police Department and maintenance of discipline. Proposed new rules or modifications of existing rules that are mandatorily negotiable, governing working conditions shall be negotiated with the majority representative before they are established. Any new rules or modifications or new regulations shall be discussed between the Association and the Employer within a fourteen (14) day period after notification to the Association and prior to implementation, if such discussion is requested by either party. After such discussion or the expiration of the fourteen (14) day limit, whichever occurs first, the Employer may immediately implement a new rule or regulation.

Emergency Rules and Regulations may be implemented immediately.

Section 2.

It is understood that Employees shall comply with all rules and regulations. Employees shall promptly and efficiently execute the instruction and orders of the Chief of Police or his designated representative; it being understood that Employees shall retain all rights under the Grievance Procedure with respect to the Articles of this Agreement.

Section 3.

In the event that an Employee or Employees refuse to comply with a rule or regulation or refuse to execute promptly and efficiently an instruction or order of the Chief of Police or his designated representative, the Employer shall have the right, at its option, to suspend or discharge the offending Employee or Employees.

Section 4.

For your information and clarification, the following brief definitions as to various classifications are presented:

- A. Probationary Employees: Every new Employee, except a "temporary" one is placed on probationary status for a period of three (3) months. During this period, the Employee is on a trial basis and must show he can do the job. At the end of this time, he will either be appointed to permanent status or be deemed unsatisfactory by the Department Head. All cases will be reviewed by the Mayor and Council.
- B. Permanent Employees: Employees who have acquired Civil Service permanent status in their positions after successful completion of a probationary period and appointment by the Mayor and Council.
- C. Temporary Employees: Are those who are hired for a period not to exceed four (4) months for reasons of emergency or seasonal needs. Temporary Employees may, at times, be appointed to permanent status as situations warrant.
- D. Part-time Employees: Employees whose regular hours of duty are thirty-five (35) hours or less for a normal work week for their positions.

Section 5.

If you should decide to resign, at least two (2) weeks notice should be given to the Chief of Police. You will receive your pay for all hours you have worked plus any vacation pay you are entitled to which you have not used.

An Employee who resigns in good standing will always be considered for re-employment at a later date.

Every help that can be provided is given to our Employees to retain and advance them. However, if you violate the rules and regulations, or your employment record has proven unsatisfactory, you may be terminated. Again, this is a last resort and careful consideration is always given by the Mayor and Council prior to any decisions being made to ensure that your rights have not been violated.

Section 6.

In valid circumstances, a request for a leave of absence without pay may be granted by the Mayor and Council for a period not to exceed one (1) year.

If you require a leave of absence, consult the Chief of Police who will assist you in the necessary procedures to request the leave.

When you are on an approved leave of absence, you will be reinstated without loss of status or seniority.

Section 7.

First Aid: Every on-the-job accident must be reported to the Chief of Police who will then take the necessary action. A Doctor or nurse, whichever is needed, will be summoned in all cases requiring medical attention. Similar assistance will be provided in cases of unexpected illness.

Fire: In case of fire, the entire building is to be evacuated as quickly and as orderly as possible.

Section 8.

Provide a clean, functional workplace. All of us are judged by the impression we individually make on our members, participants and visitors, whatever your jobs and locations. An atmosphere that is businesslike, attractive and pleasant is conducive to good relations with each other and to members and the public.

Section 9.

An Employee who serves on a duly constituted jury or as a panel member in the formation of such jury will be paid his regular salary during such service and sign over to the Borough any compensation received for said jury duty, excluding travel expenses.

Section 10.

If you find personal property, money or an article containing money, take it to the Police Offices.

Section 11.

It is necessary that personnel records be kept up-to-date continuously. You are asked to notify your Chief of Police if there is a change that would affect your status with respect to insurance, taxes, military service and like matters, including change of name, marital status, the number of your dependents, your address or telephone number.



Section 12.

Permanent and regular part-time Employees are accorded recognition for continuous service with a pin which is awarded at each five (5) year interval during an individual's period of employment.

Section 13.

Your ideas and suggestions will be welcome at Butler. In the course of your duties you may observe areas that offer opportunities for improved procedures, methods, safety and welfare and more effective operations. You can assure the maximum benefit from your ideas and suggestions by talking them over with your immediate supervisor or the Chief of Police.

Section 14.

Everybody who works is constantly being asked "to give" to the point where it becomes distasteful. Because constant solicitation affects the Employees' morale, as well as taking time from their work, solicitations of any nature must be approved by the Chief of Police.

Section 15.

The Borough will accept, and will honor, wage assignments, garnishments on wages, or any other proper order from a creditor to pay out an Employee's wages. The Employee should make immediate, satisfactory arrangements with the creditor and secure a release for the Borough as soon as possible.

Section 16.

The Employer agrees to recognize the Butler Police Association's exclusive right to a dues check-off system within the unit of Employees covered by this Agreement in accordance with P.L. 1974, Chapter 477, approved February 27, 1980.

The Butler Police Association will supply the certified amount of deduction to be made by the Employer.

ARTICLE IV
NO STRIKE - NO LOCKOUT

Section 1.

It is recognized that the need for continued and uninterrupted operation of the Borough's Police Department and other agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of any grievances arising out of this Agreement, the parties hereto agree that there will not be and the Union, its Officers, members, agents, or principals will not engage in, encourage, sanction or suggest; strikes, slow-downs, job actions, mass resignations, mass absenteeism or interference with normal work performance.

Section 2.

The Employer shall have the right to discipline or discharge for good and just cause, any Employee proved to be participating in any prohibited activity set forth in Section 1 of this Article.

ARTICLE V
DISCRIMINATION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Association because of membership or activity in the Association; the Association or any of its agents shall not intimidate or coerce Employees into membership, neither the Employer nor the Association shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

ARTICLE VI
SENIORITY

Section 1.

For the purposes of layoff for lack of work or other legitimate reason, recall from layoff and vacation selection seniority shall govern:

- A. First by job classification and then,
- B. By Department.

Section 2.

In the event of layoff, strict seniority within Police Officer's job classification shall be followed. In the event a Police Officer's seniority allows him to bump a less senior Officer in a lower classification, he shall be permitted to do so, as shall each Officer so affected, so that the least senior Department member shall be laid off first.

Section 3.

Recall rights shall be as follows:

- A. Recall rights shall exist for the duration of this contract.
- B. Recall shall be in reverse order of layoff.
- C. The Employer shall notify the Employee on layoff in the event of job opening. Notification shall be in writing, mailed certified to the last address of record for such Employee, it being the responsibility of all Employees to keep the Employer advised of his current address.
- D. The Employer shall not hire new Employees while there are Employees on layoff with unexpired recall rights.
- E. Employees shall lose seniority rights (including recall rights) in the event of either:
 - E.1. Failure to respond to Employer within three (3) working days of certified mailing notice of job opening advising of intent to resume work with the Borough.
 - E.2. Failure to report to work at the Borough within one (1) week after the mailing of notice of job opening.

The Employer, at its sole discretion, may extend these time limits for good cause shown.

ARTICLE VII
DEATH IN THE FAMILY

Section 1.

Every Employee covered by this Agreement may if he desires, be granted three (3) days leave with pay as needed in accordance with his work schedule upon the death of said Employee's spouse, father, mother, sister, brother, children, parents-in-law, grandparents and blood relatives living in the Employee's household. Such leave, as needed, shall be from the date of death to and including the date of burial.

Section 2.

Every Employee covered by this Agreement shall be granted one (1) day leave with pay as needed in accordance with his work schedule to attend the funeral upon the death of brother-in-law, sister-in-law, aunts and uncles.

Section 3.

In unusual circumstances, with good cause shown, the time off provided hereunder may be extended as needed upon approval by the Employer.

ARTICLE VIII
HOLIDAYS AND PERSONAL DAYS

Section 1.

There shall be fifteen (15) recognized holidays set forth as follows:

Day Before New Year's Day	General Election Day
New Year's Day	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Fourth of July	Labor Day
One "Floating" Holiday	Veteran's Day
Police Officers Memorial Day - May 15 (to be administered the same as employee's birthday was previously administered)	

In addition, the sum of Twenty-Five (\$25.00) Dollars will be paid, in addition to regular salary for Easter when worked.

Section 2.

If an officer is required to work on a holiday he shall have the following options:

- A. He may elect to be paid for the holiday worked, in which event, he shall receive one and one-half (1½) times his regular hourly rate for eight (8) hours as holiday pay in addition to his regular salary for the day of work. Employees working a twelve (12) hour day shall receive straight time compensation of twelve (12) hours.
- B. He may elect to accumulate his holiday pay in which event he shall have the following options:
 1. To take a compensatory day off at straight time, the scheduling of which shall be subject to approval by the Chief or his duly designated

representative and shall not interfere with the efficient operation of the Department or necessitate mandatory overtime.

2. To request payment in money for the holiday at the end of the year at the rate of one and one-half ($1\frac{1}{2}$) times his regular hourly rate for eight (8) hours.

Section 3.

If an Officer is not required to work on a holiday he shall have the following options:

A. He may elect to take a compensatory day off at straight time, the scheduling of which shall be subject to approval by the Chief or his duly designated representative and shall not interfere with the efficient operation of the Department.

B. He may elect to request payment in money for the holiday at the end of the year at the rate of one and one-half ($1\frac{1}{2}$) times his regular hourly rate for eight (8) hours, said payment to be made on or before the first day of December of each year.

Section 4.

There shall be no carry-over from one calendar year to the next of accumulated holidays.

Section 5.

All holidays shall be observed on the actual date of the holiday.

Section 6.

Effective January 1, 1980, Police Officers shall retain their election for taking either another day off or compensation at the rate of time and one-half ($1\frac{1}{2}$). However, said payment shall not exceed the time and one-half ($1\frac{1}{2}$) rate of the current year which the holidays fall under.

ARTICLE IX VACATIONS

Section 1.

Vacation eligibility:

- A. One (1) day per month during the first calendar year of employment.
- B. Twelve (12) days per year through ten (10) complete years of employment.
- C. Fifteen (15) days per year from the start of the eleventh (11th) year through twenty (20) complete years of service.
- D. Twenty (20) days per year from the start of the twenty-first (21st) year of service and thereafter.

Section 2.

Vacations must be taken during the current calendar year unless the Department Head determines that it cannot be taken because of the workload, in which case, unused vacations shall be granted during the next succeeding calendar year only. There shall be no payment for accumulated vacation time, except in case of separation from employment as hereinafter provided.

Section 3.

An Employee who resigns, retires or otherwise separates from employment with the Borough in good standing, shall be entitled to vacation allowance for the current year on a pro-rated basis of one-twelfth (1/12) of his vacation entitlement for each month worked as of the date his separation becomes effective, in addition to any unused vacation due from the previous year. Payment for unused vacation from prior year shall be based on salary earned in a prior year.

If an Employee leaves the Borough's employ for any reason before the end of the calendar year after having taken his vacation allowance for the year, he will be charged with the unearned part of his vacation which shall be deducted from his final paycheck.

Section 4.

It shall be the responsibility of the Employer to determine the scheduling of an Employee's vacation consistent with the needs of the Department. Requests for vacation of extended periods will be made at least two (2) weeks prior to the vacation commencement. Employees should give as much notice of vacation needs as possible. The Employer agrees to give reasonable consideration to an Employee's choice of dates. When conflicts in choice of dates does occur, preference will be governed by first requesting employee and seniority.

Section 5.

If an Employee becomes sick during his vacation, he or she may notify the Department Head of the situation and have his or her time off charged to sick leave and his vacation balance will not be deducted. The requirements set forth in Article X, Section 4 and Section 5 will then apply.

ARTICLE X SICK LEAVE

Section 1.

Sick leave is the absence of any Employee from work because of illness, accident, exposure to contagious disease or attendance, for a short period of time, upon a member of the Employee's immediate family, seriously ill and requiring care or attendance of such Employee. A certificate of a reputable physician in attendance may be required after being off for a minimum of three (3) consecutive work days as sufficient proof for the need of leave or leaves of absence of the Employee or the need of the Employee's attendance of said member of his family.

Section 2.

If an Employee is absent for reasons that entitle him to sick leave, he shall promptly notify the Department Head or his designated representative. Absences without notice for five (5) consecutive days shall constitute a resignation, unless for good cause shown, such as inability to notify, due to unusual circumstances, the Employer waives this provision.

Section 3.

Sick leave shall be earned at the rate of one (1) working day per month of service during the remainder of the first calendar year of service following permanent appointment and fifteen (15) working days per year in every calendar year thereafter. Employees may have up to five (5) personal days a year chargeable to current year's sick leave, upon reasonable advance notice, depending on the circumstances and subject to approval by the Chief or his designee. If the days are not used as personal days, they will revert back to sick leave and accumulate as sick leave.

Section 4.

Any Employee who is absent on sick leave may be required to submit a physician's certificate as evidence substantiating their illness at the discretion of the Employer. The Employer may require an Employee who has been absent because of personal illness as a condition of his return to work, to be examined by a physician at the expense of the Employer. Such examination shall establish whether the Employee is capable of performing his normal duties and his return will not jeopardize the health of himself or of the other Employees.

Section 5.

In case of sick leave due to exposure to contagious disease, a certificate from the Department of Health as designated by the Employer shall be required. This time off shall be compensated time and not be taken from any sick days which the Employee may have accumulated, so long as exposure to said diseases was while in the performance of any Police duties.

Section 6.

For employees retiring on or prior to December 31, 1999, the Employer agrees to maintain the benefit, subject to existing requirements, of payment for unused sick leave upon retirement at the rate of eighty percent (80%) of unused sick leave to a maximum of Ten Thousand Dollars (\$10,000.00).

Effective January 1, 2000 the benefit of payment for unused sick leave upon retirement or death or disability shall be at the rate of fifty (50%) percent of unused sick leave to a maximum of Fifteen Thousand (\$15,000.00) Dollars provided the following requirements are met.

- A. Upon death or disability retirement from a job or non-job related injury or death, of any Employee regardless of years of service with the Borough. Such payment will be made to the Employee or his or her Beneficiary.

OR

- B. The Employee must have had at least twenty (20) years of consecutive service with the Borough as a Police Officer and be retiring from service with the Borough in good standing.

Section 7.

If the Employee sustains any job related injury, which is recognized as such and covered by Workers' Compensation Insurance, the Borough shall insure payment of full salary to such Employee, for a period of up to one (1) year or until such Employee is placed on disability retirement, whichever first occurs. The Employee shall endorse or pay over to the Borough, temporary disability benefits received in

connection with such job related injury. The Employees understand and agree that they may be required to make reimbursement to the insurance carrier in the event of a third party action recovery, and that any such reimbursement will be in addition to pay over of temporary disability benefits to the Employer. There shall be no charge to any Employee's sick leave in the event of any bona fide job related injury. The Employer shall have the right to require periodic medical examinations of Employees on leave due to job related injuries, at the expense of the Employer.

ARTICLE XI LONGEVITY

This section has been deleted in its entirety as of January 1, 1995.

\$1,500.00 will be added on Step #5 in 1995.

\$1,500.00 will be added starting an Employees 10th year of service at Step #10 in 1995.

\$3,000.00 will be added on Sergeant's pay in 1995.

All of the above has been outlined in the Salary Guide of the 1995 - 1997 Contract.

ARTICLE XII HOURS OF WORK

Section 1

Work Schedule: Members of the Department shall work in accordance with the following schedule:

Shift #1 - Shall be from 0700 hrs. to 1900 hrs. (7 a.m. - 7 p.m.)

Shift #2 - Shall be from 1900 hrs. to 0700 hrs. (7 p.m. - 7 a.m.)

The above schedule will consist of only the above stated hours and personnel will work on a three (3) day rotating basis: three (3) on, three (3) off.

Section 2

The schedule will be posted in Headquarters for a period of at least six (6) months and shall be re-posted two (2) months from its expiration. The above schedule shall stay in effect until such time whereas the Governing Body and a majority of the Association agrees to another work schedule which will benefit all parties concerned.

Section 3

The parties recognize that under the Fair Labor Standards Act the Borough must pay overtime for all hours in excess of 171 worked during a 28-day working period.

It is understood that the three day rotating basis schedule results in personnel exceeding 171 hours of work during certain 28-day working periods throughout the calendar year. When all employees regularly scheduled three (3) day rotating basis hours exceed 171 hours in a 28-day period, the Borough

shall have the right to amend the schedule so that the employee's regularly scheduled hours do not exceed 171, as long as it is within the scheduled hours of the contract. The Chief of Police shall determine the hours of work for detectives.

It has been agreed that a bulletin board may be constructed in the hallway next to the one that is being used for Departmental notices. This bulletin board shall be paid for in its entirety by the Union and can be used for any and all notices its Officers deem important or may affect any members or member of the Department.

ARTICLE XIII

OVERTIME

Section 1.

In the event an Employee is called into duty for any reason other than his scheduled tour of duty, he shall be paid a minimum of three (3) hours at the rate of time and one half (1½) his normal rate of pay with a minimum call-out time of three (3) hours. It is recognized that Employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour, to remain at the termination of a tour.

In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the Employee shall be paid the overtime rate for all time worked in the excess of the normal hours of work per day.

(a) There exists a custom and practice of employees picking up other employees, prior to and after a regular shift, in the employer's vehicles. The custom and practice has been not to pay any overtime if the employee is picked up a few minutes before his shift or dropped off a few minutes after his shift, and this custom and practice shall continue.

(b) Any authorized overtime worked, which is contiguous, either before or after a shift, shall be paid at overtime rates except for (a) above or as provided in Section 1 herein under the fifteen (15) minute rule.

Section 2.

A. A published overtime list of all overtime shall be maintained by the Schedule Officer and scheduled overtime shall be offered to each Union member on a rotating basis. The list shall be kept in order.

B. Emergency overtime shall be performed as needed.

Section 3.

Employees shall not be paid overtime for hours worked in excess of the normal schedule unless such overtime is authorized by the Department Head or his duly designated representative.

Section 4.

There shall be no pyramiding of overtime.

Section 5.

All Court sessions shall be paid at one and a half (1½) times the rate of pay when an officer is not on her/his regular tour of duty. A minimum of two (2) hours call out will be paid for any Butler court session. A minimum of three (3) hours call out will be paid for any court session held outside of Butler. Payment is to be made in conjunction with the bi-weekly payroll of the Borough.

Section 6.

If you are required to leave the Borough of Butler in an official capacity and to eat any meal out of town, you will be allowed a thirty-five dollar (\$35.00) per day allowance to cover meal expenses for overnight stays or, if it is not an overnight stay, up to the following allowances for individual meals: five dollars (\$5.00) for breakfast; ten dollars (\$10.00) for lunch; and twenty dollars (\$20.00) for dinner. You will also be reimbursed for any other expenses incurred as a direct result of your official duties while out of the Borough of Butler (i.e. parking, tolls, etc.). Compensation will be made by the Borough Treasurer out of petty cash for receipts submitted by each Employee.

Section 7.

Outside employment such as school functions, construction traffic control, etc. will be paid to each Employee for hours worked in their normal bi-weekly pay cycle. The Borough will be compensated for this directly from the outside employment contractor.

The Borough and Association agree that employees will be paid at the rate of time and one-half their regular rate for all off-duty jobs.

In the event that a private contractor contemplates a long-term project requiring the services of off-duty Borough police officers, the PBA will consider, but is not bound to accept, a flat dollar rate in lieu of time and one-half of each officer's regular rate of pay. If there is no agreement on a flat dollar rate time and one-half shall be paid.

Section 8.

No more than 40 hours of compensatory time will be allowed to be carried from year to year. Any compensatory time exceeding 40 hours as of December 31st will be paid by the end of the following January at the hourly rate earned by the employee on December 31st of the year in which it was earned.

ARTICLE XIV WAGES

The wage schedule will be as found in APPENDIX A attached.

Any retroactive pay for any promotions will start whenever the individual Officer is made permanent through certification from Civil Service and approved by the Mayor and Council. This applies to all members of the Butler Police Department without exception.

Any Employee hired as a Police Officer after January 1, 1983 will receive his pay increments based on his anniversary date of employment with the Borough. Effective October 10, 1986, individuals who work in a higher title are to be compensated at the appropriate rate of pay for that higher title.

A Patrolman working as a Detective shall receive additional compensation in the sum of Five Hundred (\$500.00) Dollars per year, pro-rated on the length of time such Patrolman serves as Detective.

Any Police Officer hired as permanent Employees must successfully complete basic Police training at N.J. State Police Academy, Sea Girt if accepting municipal police officers. If Sea Girt is not holding municipal police classes, then at a certified Police Training Commission Academy.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any complaint of the Police Association or individual Police Officer arising under this Agreement with respect to wages, hours of work or other conditions of employment including minor disciplinary action of five (5) days or less.

- (A) To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

STEP 1. An Officer with a grievance shall first discuss it with his lieutenant either directly or through the Association's designated representative for the purpose of resolving the matter informally.

In the event that the grievance is a result of an order from the Chief of Police, the aggrieved party shall go directly to the Borough Administrator. (Step 3 of this Grievance Procedure).

STEP 2. If the aggrieved party is not satisfied with the disposition of his grievance at STEP 1 or if no decision has been rendered within ten (10) working days after presentation of the grievance at STEP 1, he may file a written grievance with the Chief of Police. A meeting on the written grievance shall be held within ten (10) working days of the filing of the written grievance between the Chief of Police, the aggrieved party and the Association's designated representative. A decision thereon shall be rendered in writing by the Chief of Police within ten (10) working days after the holding of such meeting.

STEP 3. If the aggrieved party is not satisfied with the disposition of his grievance at STEP 2, or, if no written decision has been rendered within ten (10) working days after presentation of that grievance at STEP 2, the matter may be referred by the Association or the aggrieved party to the Borough Administrator, the day following expiration of said ten (10) day period. A meeting on the grievance shall be held between the Borough Administrator and the aggrieved Employee, and a member of the Association may be present. Said meeting shall not be public unless the

parties so agree in writing. The Borough Administrator shall render a final written decision within ten (10) working days of the date of the meeting.

STEP 4. If the aggrieved party is not satisfied with the disposition of his grievance at STEP 3, or, if no written decision has been rendered within ten (10) working days after presentation of that grievance at STEP 3, the matter may be referred by the Association or the aggrieved party to the Mayor and Council, the day following the expiration of said ten (10) day period. A meeting on the grievance shall be held between the Mayor and Council and the aggrieved Employee, and a member of the Association may be present. Said meeting shall not be public unless the parties so agree in writing. The Mayor and Council shall render a final written decision within ten (10) working days of the date of the meeting.

STEP 5. If the officer remains aggrieved at the completion of the aforementioned procedures, the Association may, within thirty (30) days of the receipt of the written decision of the Mayor and Council, request arbitration of the grievance, or avail himself of the remedies provided by the Civil Service Act. This will require the aggrieved Employee and the Association to elect their remedy in writing waiving one or the other remedy, as they are not entitled to pursue both arbitration and a Civil Service hearing. If arbitration is elected, the Arbitrators shall be selected by the parties from a panel of proposed Arbitrators pursuant to the normal procedures adopted by the Public Employment Relations Commission within the aforementioned period, the decision by the Mayor and Council will be final and binding. Arbitration will be binding with the cost to be shared equally by the parties. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

- (B) The time limits specified in the Grievance Procedure shall be construed as maximum, however, these may be extended upon mutual agreement between the parties.
- (C) A grievance must be presented at STEP 1 within fourteen (14) days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned period, it shall not thereafter be considered a grievance under this Agreement.
- (D) Any Employee may be represented at all stages of the Grievance Procedure by himself or at his option, by a representative selected or approved by the Association.
- (E) If in the event a grievance must be resolved before the time allotted in STEP 1, and STEP 2, the aggrieved party may file said grievance with the Borough Administrator. The Borough Administrator will determine immediately upon

presentation whether the grievance needs action before the time allotted in STEP 1. and STEP 2. If accepted, the Borough Administrator has eight (8) hours in which to resolve or refer to STEP 4. If the aggrieved is not satisfied by the Borough Administrator's action on the grievance (not including referral to STEP 1., the aggrieved may take the grievance to STEP 4.

- (F) Representatives of the Butler Police Association consisting of Officers and persons involved maximum of three (3) shall be afforded time off with pay when such time off is needed to pursue grievances beyond STEP 4.

ARTICLE XVI UNIFORMS AND UNIFORM ALLOWANCES

Section 1

Commencing January 1, 1992, the Employer shall pay each Officer, regardless of rank or department to which he is assigned during the year, one uniform maintenance allowance of \$1,200.00 per year, in one equal payment of \$1,200.00 each, which sum shall be utilized for the purchase of uniforms and any police related items such as flashlights, leather goods, etc. Officers shall be responsible for the purchase of uniforms with this allowance. Uniforms shall be inspected by the Chief of Police or his assigned representative to insure uniformity. Employees shall be responsible for the cleaning of uniforms and the maintenance of same. The clothing allowance payments will be made in one payment on July 1 of each year by this Agreement.

Section 2

Leather and/or Medium/Light jackets authorized by the Mayor and Council will be the uniform of the day from November 10, 1992, whenever weather demands or an officer feels outer wear to be necessary. Outer wear selection will be made by the individual officer according to his or her personal needs. These jackets will be paid for out of the Officer's clothing allowance. Replacement of body armor will be the responsibility of each Employee from the aforesaid uniform allowance. If however, the Borough successfully secures grant assistance to purchase body armor it will then assume the responsibility for providing that part of the uniform to the extent available within the grant monies, and this shall not decrease the clothing allowance of \$1,200.00 paid to each officer. The Borough recommends that each Officer keep his or her body armor in good condition and replaces it as recommended by the body armor industry for his or her own safety. Any and all other changes in the uniform will be decided upon by the Union and must be approved by the Mayor and Council. The clothing allowance payments will be made on July 1st of each calendar year.

Section 3.

Uniform of the day shall be the following:

Summer Uniform - Short Sleeved shirts
To be worn: April 15 – October 31

Winter Uniform - Long sleeve shirts
To be worn: November 1st to April 14th

ARTICLE XVII
MISCELLANEOUS

Section 1.

The Employer shall pay for legal defenses for any and all Police Officers who are Defendants in a suit or other legal proceedings arising out of the performance of Police duties. The Borough Attorney will be used unless a conflict of interest occurs, in which event the Borough shall retain, with the approval of the Police Officer, independent counsel to represent the Police Officer.

Section 2.

All under hood vehicular maintenance shall be performed by the Borough mechanic at the shift discretion during #1 Shift.

Section 3.

All employees will be given a written report of accumulated and used sick, vacation, personal and bereavement time on May 1st and October 1st of each calendar year.

Section 4.

It has been agreed that a bulletin board may be constructed in the hallway next to the one that is being used for Departmental notices. This bulletin board shall be paid for in its entirety by the Union and can be used for any and all notices its Officers deem important or may affect any members or member of the Department.

ARTICLE XVIII
PERSONNEL FILES

Section 1.

All members of the Police Department shall have access to and shall be permitted to examine their own personnel files upon giving the Employer at least two (2) working days advance notice with the exception of confidential medical information. This is providing that the Officer examines his file on his own time and in the presence of the Borough Administrator or his duly designated representative.

ARTICLE XIX
EDUCATION AND TRAINING

Section 1.

Training and schooling is offered by the Borough to every Employee in order that each individual may be able to keep himself abreast of the current advances in technology and methods of operation and in order to allow each Employee who meets the requirements to successfully complete promotional examinations. This benefit is provided at no cost to any Employee who requests it. Such requests will be submitted to the Mayor and Council for their approval. If they reach a decision that allows the Employee to take the training or schooling that he has requested, the program which he will participate in is paid for by the Borough and in addition to this the Borough will also reimburse the Employee for any direct expenses connected with such training and schooling.

In addition to the above described benefit which shall be continued by the Borough, each Employee will be allotted \$1,000.00 for tuition, books, and special equipment for continuing education and training of his or her own choice in the law enforcement field per calendar year. Any course expense in excess of \$1,000.00 will be reviewed by the Mayor and Council and the additional expense approved or denied based on the course benefit to the Borough of Butler and the Butler Police Department. If any Employee fails to utilize his or her training allowance by the end of the calendar year, it will be reclaimed by the Borough. Also, any Employee who does not use any or all of his or her \$1,000.00 training benefit, may write a written waiver, granting a maximum of five hundred dollars (\$500.00) of his or her \$1,000.00 training benefit for the calendar year to another Employee, increasing the Employee's training beyond the \$1,000.00 allocation. Each request for the continuing education/training benefit will be made to the Department Head or his or her designee and copies forwarded to the Mayor and Council. Decisions on continuing education/training will be based on the text of the class and its relevance to the operation of the Department. The Borough shall not unreasonably deny any request for continuing education/training. Payment to an Employee for the continuing education/training benefit will be made through the Borough's voucher system upon Employee's successful completion of the school/training. Payment shall be made within thirty (30) days of submission of voucher.

In addition to the above-described benefit, which shall remain in effect by the Borough, effective January 1, 2002 the above benefit shall include physical education and training. Each Employee may utilize \$250.00 of his or her \$1,000.00 education and training benefit for physical fitness education and training, such as payment for Employee's gym membership. Gym memberships funds will be restricted to a maximum of \$250.00 per Employee, regardless of an Employee's training fund balance or transfer's.

ARTICLE XX INSURANCE

Section 1

Effective January 1, 1992:

The Employer shall continue to maintain insurance coverage for Employees covered by this Agreement in accordance with present practice, which includes:

Medical:	120 Days in hospital @ 100% \$200. Deductible, 2 per family 80/20 \$2,500. 100% after Pre-certification/Second Surgical Opinion \$1,000,000. maximum \$10. Co-pay doctor office visits \$200. maximum \$300. Supplemental Accident OBGYN - Paid @ 100% to \$3,500. maximum C-Section - Paid @ 100% to \$3,500. maximum
Dental:	100/85/50/50 \$50. Deductible, 3 per family \$1,000. maximum
Rx:	\$6.00/\$12.00 Co-pay

Effective January 1, 2000

The health benefits plan deductible payments shall be adjusted from \$200/\$400 to \$250/500. The co-pay for prescription drugs shall be adjusted from \$3.00/\$6.00 to \$6.00/12.00 effective at the earliest future date when the system can be converted to reflect this change.

Effective January 1, 2005

The co-pay for maintenance prescription drugs shall be changed. Maintenance drugs are prescription drugs that are used longer than two (2) months. All maintenance drugs are to be ordered through the mail order program. There will be no co-pay for generic drugs are ordered through this method and there will be a \$20 co-pay per three (3) month supply for brand name drugs ordered through this method. The first two (2) months supply will be handled under co-pay rules to allow the employee time to set up mail order. If a maintenance drug is not available through mail order, the standard co-pay rules will apply. If an employee decides no to use mail order for maintenance drugs that are available, the co-pay will be \$40 per one month supply.

Section 2.

Life Insurance and retirement benefits will be governed by the Police and Fire Retirement System.

Section 3.

The Employer agrees to reimburse Employees a maximum of \$200.00 for eyeglasses and examination or treatment of eye conditions per family per year.

Section 4.

The Borough shall have the right to change its health insurance carrier and/or the health insurance coverage of Employees provided that the level of health insurance benefits afforded to Employees will be equal to or better than the present coverage terms provided under Insurance Design Administrators, as determined by an independent insurance consultant, who shall be agreed upon by both parties.

Prior to effecting any changes in health insurance coverage, Butler Police Association representatives will be invited to participate in meetings with third party carriers and have the opportunity to have their concerns addressed and questions answered.

ARTICLE XXI
SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall re-negotiate any such invalidated provisions.

ARTICLE XXII
SAFETY

Section 1.

It is recognized by the Borough that it is their responsibility as Employers to provide safe working conditions and to develop a safe working force. The Association recognizes its responsibility as Employees to cooperate with and assist the Borough in providing safe working conditions.

Section 2.

Both parties insist on the observance of safety rules and procedures, and insist on the correction of unsafe conditions. Vehicles, equipment and facilities must be maintained in a safe and sanitary condition. If an Employee believes that he/she is being required to work under unsafe conditions, the Employee may notify the Shift Commander who will immediately investigate the condition and correct it within the scope of his authority. If the condition is outside of the Shift Commander's scope of authority, he (Shift Commander) will prepare a memorandum before the end of his shift stating the condition and his findings and refer it to the Chief, who will answer within the next working day. If the Employee is not satisfied with that the condition is not corrected, he/she may pursue it further as a grievance commencing at STEP 3, in the normal Grievance Procedure.

ARTICLE XXIII
HOURS OF WORK, DETECTIVE BUREAU

The Detective will work on a forty (40) hour work week basis, these hours are to be determined by the Chief of Police, based on the need for investigative purposes.

ARTICLE XXIV
K-9 UNITS

When an Officer of the Butler Police Department is Certified to handle a K-9 (dog), it is his responsibility to insure that the dog has all necessary refresher training. The Officer will assist any member of the Police Department with said unit upon approval of Department Head or his designated representative.

The K-9 Unit is to be used on night patrol only, unless otherwise approved by the Department Head or his designated representative, the hours to be decided by the Officer.

Sole compensation for the K-9 Unit will remain as is in present practice. The Employer will pay for the food and any Vet bills the dog may need.

ARTICLE XXV
RETIREMENT BENEFIT

Section 1. Effective January 1, 1983

Disability Clause:

Any employee covered by this agreement that is unable to perform in his/her capacity as a Police Officer any longer, due to a job related injury or illness, and/or who voluntarily retires in good standing after Twenty-five (25) years of service to the Borough, will continue to receive one hundred (100%) percent of any and all medical benefits covered by the contract between the Police Union and the Borough. Any Employee who voluntarily retires after twenty (20) years of service to the Borough of Butler will continue to receive one hundred percent (100%) of any and all medical benefits covered by the contract between the Police Union and the Borough for the employee and his/her spouse. Said benefits will be paid by the Employer.

A surviving family will receive medical benefits if an employee dies after 25 years of service with the Borough.

ARTICLE XXVI
DURATION OF AGREEMENT

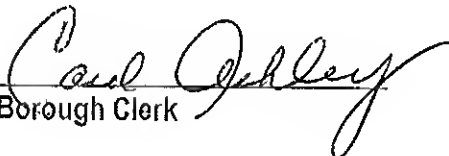
THIS AGREEMENT constitutes the entire collective negotiation agreement between the parties and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective negotiations leading to the signing of this Agreement. All Articles are to be adhered to until such time that a new Agreement is settled between the Union and the Employer.

THIS AGREEMENT shall become effective January 1, 2005 through December 31, 2007. If either party desires to modify or terminate this Agreement, it shall furnish written notice to the other party not later than one hundred and twenty (120) days prior to the expiration date hereinafter set forth. In the event no such notice is provided, this Agreement shall continue in effect for additional terms of one year and until such time as appropriate notice is given. All Articles contained with this Agreement shall remain in effect until a new Agreement is reached between the Borough of Butler and the Union.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by its duly authorized representative this 1 day of January 2005.

ATTEST:

THE BOROUGH OF BUTLER


Borough Clerk


Mayor

BUTLER POLICE ASSOCIATION



ARTICLE A

BUTLER POLICE ASSOCIATION

SALARY GUIDE

STEP	2005	2006	2007	
Start	\$39,621.00	\$41,206.00	\$42,854.00	
1	\$45,923.00	\$47,760.00	\$49,670.00	
2	\$52,230.00	\$54,319.00	\$56,492.00	
3	\$57,855.00	\$60,169.00	\$62,576.00	
4	\$63,031.00	\$65,552.00	\$68,174.00	
5	\$72,060.00	\$74,942.00	\$77,940.00	
10 years	\$74,335.00	\$77,308.00	\$80,401.00	
After completion of 15 years	\$76,196.00	\$79,243.00	\$82,413.00	
Sgt.	\$77,933.00	\$81,051.00	\$84,293.00	
After completion of 15 years	\$79,792.00	\$82,984.00	\$86,303.00	

NOTE: (1) On All in 1995

\$1,500.00 Longevity added on Step #5
\$1,500.00 Longevity added on Step 10 years.
\$3,000.00 Longevity added on Sergeant pay

2.5% effective January 1, 1995, Added after above Longevity
5.0% effective January 1, 1996
5.0% effective January 1, 1997

(E)(1) Salary guide includes \$1,000 on base for Sergeants in 1998 before percentage increase.

(E)(2) Salary guide includes a new step for Patrolmen and Sergeants effective January 1, 2000 after completion of fifteen (15) years of service, in the amount of One Thousand Five Hundred Fifty Dollars (\$1,550.00).

(E)(3) All references to years refer to full-time years of service with the Borough of Butler.

BOROUGH OF BUTLER
RESOLUTION R2004-120

RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF BUTLER
APPROVING THE 2005 - 2006 - 2007
BUTLER POLICE ASSOCIATION CONTRACT

WHEREAS, the Butler Police Association is a recognized representative of the Butler Police, employed by the Borough of Butler; and

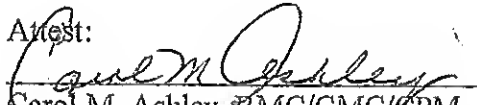
WHEREAS, the Butler Police Association and the Borough of Butler have come to an agreement on the terms and conditions of a three (3) year contract covering calendar years 2005 - 2007.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Butler, that the Mayor and Borough Clerk are authorized to execute the 2005 - 2006 - 2007 Butler Police Association Contract.

Adopted:


JOSEPH HEYWANG, MAYOR

Attest:


Carol M. Ashley, RMC/CMC/CPM
Borough Clerk

Dated: December 7, 2004